

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 22nd day of January, 1968 between
HARRY O. GUSTAFSON and EMMA A. GUSTAFSON, hereinafter called the "seller" and
 husband and wife,
KEMP KEEN and CLAUDELL KEEN, hereinafter called the "purchaser,"
 husband and wife,

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the
 seller the following described real estate with the appurtenances, situate in Skamania County,
 Washington:

Lots 42 and 43 of GUSTAFSON'S MT. ST. HELENS VIEW LOTS according to
 the official plat thereof on file and of record in the office of the
 Auditor of Skamania County, Washington.

Free of incumbrances, except: restrictive covenants of record.

On the following terms and conditions: The purchase price is Five Thousand and No/100 -----
 ----- (\$ 5,000.00) dollars, of which
 Five Hundred and No/100 ----- (\$ 500.00) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Four
 Thousand Five Hundred and No/100 (\$4,500.00) Dollars in monthly installments of
 Fifty and No/100 (\$50.00) Dollars, or more, commencing on the first day of March,
 1968, and on the first day of each and every month thereafter until the full amount
 of the purchase price together with interest shall have been paid. The said monthly
 installments shall include interest at the rate of seven per cent (7%) per annum
 computed upon the monthly balances of the unpaid purchase price, and shall be applied
 first to interest and then to principal. Said installment payments are to be paid
 for the account of the seller to the United States National Bank of Portland, Oregon.
 The purchasers reserve the right at any time they are not in default under the terms
 and conditions of this contract to pay any part or all of the unpaid purchase price,
 plus interest, then due.

No.

TRANSACTION EXCISE TAX

FEB 13 1968

Amount Paid: \$0.00

Michael O'Donnell
 Skamania County Treasurer

By _____

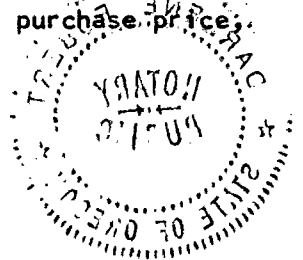
The purchaser may enter into possession immediately.

The property has been carefully inspected by the purchaser, and no agreements or representations per-
 taining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and
 any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste;
 and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any
 such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the
 purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without
 prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that
 any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason
 thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be
 required to expend in procuring such moneys.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and



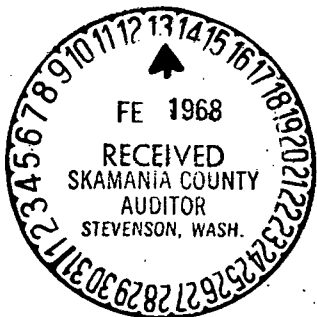
deliver to the purchaser a **warranty** deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a **Transamerica Title Insurance Company** standard form purchaser's title policy when the purchaser shall have paid **the purchase price in full** insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

Notice of forfeiture may be given by a deposit in the United States post office of such notice contained in a sealed envelope with postage prepaid, addressed to the purchaser at the address given below his signature, or such other post office address in the United States as he may later designate by a written notice to the seller.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.



[Signature] (Seal)
[Signature] (Seal)
[Signature] (Seal)
[Signature] (Seal)

Oregon
 STATE OF ~~WASHINGTON~~
 County of Multnomah

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 7th day of February, 1968

personally appeared before me

HARRY O. GUSTAFSON and EMMA A. GUSTAFSON, husband and wife,

to me known to be the individual s described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

[Signature]

Notary Public in and for the state of ~~Washington~~ Oregon

residing at Hubbard, Oregon

My Commission Expires: 8-13-68



69587

Filed for Record at Request of

Name

Address

City and State

REGISTERED	<input checked="" type="checkbox"/>
INDEXED-DIR	<input checked="" type="checkbox"/>
INDIRECT	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

STATE OF WASHINGTON	
COUNTY OF SKAMANIA	
THIS SPACE RESERVED FOR RECORDER'S USE.	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<i>[Signature]</i>	
OF <i>[Signature]</i>	
AT <u>9:00</u> M. <u>Feb. 13</u> 19 <u>68</u>	
WAS RECORDED IN BOOK <u>58</u>	
OF <u>Deed</u> AT PAGE <u>369-70</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<i>[Signature]</i>	
COUNTY AUDITOR	
<i>[Signature]</i>	